

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

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CHUNG CHA HEDRICH.

Plaintiff,

V.

MI RA KANG,

Defendant.

2:12-CV-01955-PMP-PAL

## ORDER

Presently before the Court is Plaintiff Chung Cha Hedrich's Complaint for Breach of Contract (Doc. #1), filed on November 13, 2012. In the Complaint, Plaintiff alleges Defendant Mi Ra Kang breached the terms of a promissory note, resulting in damages in the amount of \$13,800.<sup>1</sup>

Federal district courts “have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States.” 28 U.S.C. § 1331. Federal district courts have original jurisdiction over civil actions in diversity cases “where the matter in controversy exceeds the sum or value of \$75,000” and where the matter is between “citizens of different States.” 28 U.S.C. § 1332(a).

Here, Plaintiff's Complaint only alleges a claim for breach of contract, a state law claim, which does not raise a federal question. In the absence of a federal question, the Court would have jurisdiction over Plaintiff's Complaint only if the requirements for diversity jurisdiction were satisfied. Given that (1) the amount in controversy does not exceed \$75,000; and (2) the Complaint does not contain jurisdictional allegations that

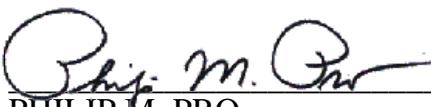
<sup>1</sup> Given that the Complaint's caption references "District Court, Clark County, Nevada," the Court notes that Plaintiff may have intended to file the Complaint in Nevada state court.

1 would allow the Court to evaluate whether there is complete diversity of citizenship, the  
2 Court lacks jurisdiction over this action.

3 IT IS THEREFORE ORDERED that Plaintiff Chung Cha Hedrich's Complaint  
4 for Breach of Contract (Doc. #1) is hereby DISMISSED for lack of subject matter  
5 jurisdiction.

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7 DATED: December 13, 2012

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9 PHILIP M. PRO  
United States District Judge

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